

# LANCASTER COUNTY

COUNTY - CITY BUILDING  
LINCOLN, NEBRASKA 68508  
*BOARD OF COMMISSIONERS*

Telephone: (402)441-7410  
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**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR  
ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

## **NOTICE TO BIDDERS SPECIFICATION NO. 01-115**

Lancaster County intends to enter into a contract and invites you to submit a sealed bid for:

### **TOWING SERVICES AND STORAGE OF TOWED VEHICLES FOR THE LANCASTER COUNTY SHERIFF**

#### **MEETING OR EXCEEDING LANCASTER COUNTY'S SPECIFICATIONS**

Sealed bids will be received by Lancaster County, Nebraska on or before 12:00 noon Wednesday, **June 27, 2001** in the office of the Purchasing Agent, Room 310, County-City Building, located at 555 South 10th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read in the Council Chambers located on the First Floor.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

#### **COMMISSIONERS**

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*KATHY CAMPBELL \* LARRY HUDKINS \* LINDA STEINMAN \* BERNIE HEIER \* BOB WORKMAN*  
KERRY EAGAN, Chief Administrative Officer

# **INSTRUCTIONS TO BIDDERS**

## **LANCASTER COUNTY, NEBRASKA**

### **PURCHASING DIVISION**

#### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document and in a sealed envelope with the bid number and/or description clearly marked on the outside of the envelope.
- 1.3 Each bid must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the bidder; and be signed in ink by the bidder.
- 1.4 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.5 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Bids received after the time and date established for receiving bids will be rejected.

#### **2. EQUAL OPPORTUNITY**

- 2.1 Each bidder agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, bidder shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

#### **3. BIDDER'S REPRESENTATION**

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid is made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

#### **4. INDEPENDENT PRICE DETERMINATION**

- 4.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or

agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

#### **5. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 5.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 5.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for bid receipt.
- 5.3 Interpretations, corrections and changes made to the specification documents will be by written addenda.
- 5.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the County; and bidders shall not rely upon such interpretations or changes.

#### **6. ADDENDA**

- 6.1 Addenda are written instruments issued by the County prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 6.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

#### **7. DELIVERY**

- 7.1 Each bidder shall state on the proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 7.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.

- 7.3 All bids shall be based upon delivery of equipment or merchandise F.O.B. the County at the location specified by the County, with all transportation charges paid.

#### **8. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 8.1 Copies of the following documents must accompany the bid proposal for all items being bid:
1. Manufacturer's warranties and/or guarantees.
  2. Bidder's maintenance policies and associated costs.
- 8.2 As a minimum requirement of the County, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts returned to the bidder shall be paid by the bidder.

#### **9. ACCEPTANCE OF MATERIAL**

- 9.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 9.2 Material delivered under this proposal shall remain the property of the bidder until:
1. A physical inspection and actual usage of this material is made and found to be acceptable to the County; and
  2. Material is determined to be in full compliance with the specifications and accepted proposal.
- 9.3 In the event the delivered material is defective or does not conform to the specification documents and accepted proposal, then the County reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 9.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of Lancaster County, Nebraska, as required by specification documents or purchase orders.
- 9.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forging, stamping, nameplates and logos are acceptable.

#### **10. BID EVALUATION AND AWARD**

- 10.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.

- 10.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 10.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County, and as the County deem will best serve their requirements.
- 10.5 The County reserves the right to accept or reject any or all bids, parts of bids; request rebids; waive irregularities and technicalities in bids; or to award the bid on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the County.

#### **11. INDEMNIFICATION**

- 11.1 The bidder shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 11.2 In any and all claims against the County or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 11.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **12. TERMS OF PAYMENT**

- 12.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

#### **13. LAWS**

- 13.1 The Laws of the State of Nebraska shall govern rights, obligations, and remedies of Parties under this proposal and any agreement reached as a result of this process.

# SPECIFICATIONS

## TOWING SERVICES, STORAGE OF TOWED VEHICLE(S), AND OTHER PROPERTY

### 1. GENERAL NOTICE

- 1.1 Lancaster County (hereinafter referred to as "County") desires sealed bids from interested Towing Services Contractors (hereinafter referred to as "contractor" or "bidder"), for providing tow-in service and storage of vehicles from Lancaster County streets, roads or other property within the limits of Lancaster County, Nebraska.
  - 1.1.1 *The length of the proposed contract shall be for four (4) years.*
- 1.2 The County is **requesting only one (1) rate schedule** which will encompass all tows initiated by the Sheriff's Office including towing requests made by the County on behalf of the owner.
- 1.3 Successful bidder will be required to provide a secure lot, approved by the Lancaster County Sheriff's Office, to store tow-ins.
  - 1.3.1 Area must be fenced, lighted and large enough to hold up to 20 vehicles and several semi with trailers ordered towed by the Sheriff.
  - 1.3.2 Lot must have suitable space for inside storage; enough for five (5) vehicles.

### 2. SCOPE OF WORK

- 2.1 Work covered under these specifications shall be for the removal of motor vehicles from County streets, roads, public property and private property, within the limits of Lancaster County, Nebraska which may be ordered removed by any lawfully authorized agent of the County except when the owner or operator requests that another wrecker be called (See "ATTACHMENT A" for sample volume statistics).
- 2.2 Included is the removal of junk vehicles from private property for which authorization by the owners or custodians of such vehicle(s) have been obtained or ordered through the legal process.
- 2.3 *The successful bidder will be required, at the request of the Lancaster County Sheriff's Office to transport other items such as trailers, boats, or large objects (i.e., safes, ATM machines, items dumped in the county and/or confiscated as evidence by the County etc.), to a their storage lot approved by the County.*

### 3. GENERAL CONDITIONS

- 3.1 The specifications are for tows ordered by the Lancaster County Sheriff's Office and will encompass towing automobiles, trucks, buses, and like vehicles from the County streets, roads, public property and private property within Lancaster County.
  - 3.1.1 The Contractor will be, by virtue of this contract, authorized to tow ordered vehicles(s) to their County authorized impound lot.

- 3.1.2 The Contractor will be responsible for the storage of such vehicle(s) and the collection of all fees for towing and storage.
- 3.1.3 No fee shall be charged unless the vehicle ordered towed has been *connected to the wrecker and raised from the ground*.
- 3.2 Contractor will be responsible for the promulgation of a system approved by the County, to secure payment of fees when the towed vehicle must be immediately released to the owner thereof.
- 3.3 Contractor shall have operators or drivers on duty for calls from the County twenty-four (24) hours a day, seven (7) days a week, for removal and towing of vehicle(s) and storage at the approved impound lot.
- 3.4 Contractor shall at all times operate within the framework of all ordinances, statutes, and laws whether local, state, or federal.

#### **4. CONTRACT PRICING STRUCTURE**

Evaluation of the Contractor's bid shall be based on amount charged for towing vehicle(s) and storage as listed herein:

- 4.1 **PRICES FOR TOWING SMALL VEHICLES:** Shall be bid as a firm-fixed, flat fee for all small vehicle tows originating within Lancaster County.
  - 4.1.1 Small Vehicles shall include: passenger cars, small trucks (licensed four (4) tons or less), trailers other than semi or house trailers, motorcycles, snowmobiles, boats on trailers, etc.
  - 4.1.2 *Bids offering anything other than a firm, fixed flat fee will not be considered.*
- 4.2 **PRICES FOR TOWING OVERSIZED VEHICLES:** We would prefer a firm-fixed, flat fee; but will consider an hourly rate (*a clear definition of when hourly charge begins and ends must be provided as part of your offer at the time of submission*).
  - 4.2.1 Oversized Vehicles shall include: straight trucks (licensed over four (4) tons), semi-tractor, semi-trailer or house trailer, self-propelled campers or mobile homes, and buses, etc.
  - 4.2.2 If, no firm-fixed, flat fee or clearly defined hourly charge is offered on this section, your bid will not be considered (the County is only interested in a one-call operation with clearly defined charges).
- 4.3 **ADDED FEES:**
  - 4.3.1 Vehicles attached to Contractor's tow truck, but not towed, amount to be paid at the scene.
  - 4.3.2 Whenever position winching is necessary, an additional fee may be collected for each hour or fraction thereof using the winch.
  - 4.3.3 Whenever mechanical work is deemed necessary by the Contractor to prevent further damage to the vehicle or its contents, an additional fee for each hour or fraction thereof for mechanical work may be charged, or when it is necessary to employ additional equipment, such as dollies to tow or move vehicle, an additional fee may be charged.

- 4.3.4 A per mile fee may be added to the flat fee towing charge for tows originating *outside of the County* (for small vehicles the fee shall apply only to the miles accrued from county line to tow site and back to county line).
- 4.4 PRICES FOR STORAGE: *Storage rates shall begin 24 hours after tow* and can be bid separately for the categories indicated on the schedule of rates:
  - 4.4.1 Storage rates shall not apply when a vehicle is towed to a destination other than the Contractor's outside or inside storage area, or an approved lot (for oversized tows) as specified herein.
  - 4.4.2 Semi-trailers and other oversized vehicles may be stored at a place other than the Contractor's lot; provided it has been approved in advance by the Lancaster County Sheriff, or the Sheriff's designated representative.
  - 4.4.3 Any vehicle stored or item as **evidence** at the request of the Lancaster County Sheriff's Office will **not be charged a storage fee.**
    - 4.4.3.1 The following is offered as a non-binding estimates of the volume of vehicles stored as **evidence** at the request of the Sheriff:
      - Small Vehicles: Estimated at 10 vehicles on average per year for 3-4 days per vehicle.
      - Oversized Vehicles: Estimated at less 1 or less per year for no more than 5 days.
      - Other Items: Estimate at 1 or less per year for no more than 5 days.
    - 4.4.3.2 Evidence storage requirements may vary from the above estimates, the contract is for the actual need of the Sheriff, whether they are more or less than the estimates provided herein.

## 5. **COLLECTION OF FEES, ABANDONED AND AUCTIONED VEHICLES**

- 5.1 In the event that the Contractor is unable to collect towing and/or storage fee on claimed vehicles, the Contractor may protect their interest in accordance with legal procedures for collection of such fee(s).
  - 5.1.1 The County will not guarantee the payment of any fees not collected by the Contractor.
- 5.2 The County agrees to convey to Contractor abandoned vehicles having no current numbered plates affixed and having a value of \$100.00 or less, such vehicles when towed from public property may be towed to Contractor's lot or a salvage yard arranged by the Contractor.
  - 5.2.1 Such vehicles will be held a minimum of five (5) working days before disposition, unless the owner provides Lancaster County with a written waiver.
- 5.3 Contractor shall be responsible for the promulgation of a system for securing payment of their fees in disputed cases where a vehicle must be immediately released to the owner.

- 5.4 Vehicle Owner will claim their vehicle directly from the Contractor unless the Contractor has been specifically directed to hold such vehicle by Officers or agents of the Lancaster County Sheriff.
- 5.5 The County agrees to convey to Contractor for disposition, those vehicles not sold at public auction, all wrecked, junked, partially dismantled, or abandoned vehicles towed from private property when releases have been obtained from owners or custodians (exception of civil action vehicles).
  - 5.5.1 Vehicles towed from civil action and not sold at auction must be returned to defendant.
- 5.6 Public auction of unclaimed vehicles and vehicle or personal property held in civil actions, will be scheduled by the Sheriff, and will be conducted by personnel of the Lancaster Sheriff's Office.
- 5.7 Contractor shall clean and prepare vehicles for auction.
- 5.8 The County shall provide personnel to assist in the inventory of vehicles to be sold at public auction.
- 5.9 Contractor shall be paid accrued towing and storage fees on vehicles upon sale of such vehicles at public auction.
  - 5.9.1 Fees shall not exceed sale price, excess monies will be returned to the County.
- 5.10 Salvage title will be provided to Contractor for vehicles not sold at the public auction.
- 5.11 The County will reserve the right to dispose of vehicles titled to it in a manner most advantageous to the County in accordance with the provisions of the applicable law.

## **6. BACKUP TOWING PROVISIONS**

- 6.1 If the Contractor does not have available proper equipment when requested by the County, the Contractor **shall call upon another wreckerservice to carry out such duties within the time frame of the contract and at no added cost to the County or be held in breach of contract.**
  - 6.1.1 It shall be the responsibility of the contractor to receive towing fees and pay the other wrecker for its services.
- 6.2 *Provide with your bid response arrangements secured by your firm with any Sub-Contractor or Cooperative Effort to carry out the obligations herein described (i.e., signed letters of intent, contracts, insurance meeting County Specifications, etc.), include a brief description of the other firm(s) commitment to the County's Contract.*

## **7. RESPONSE TIME:** A graduated response time as outline below will apply to this contract for ordered tow-ins:

- 7.1 A 20 minute response time for vehicles within the City of Lincoln and a 3 mile radius surrounding the city.
- 7.2 A 35 minute response time for vehicles from the 3 mile limit to the Lancaster County Line.
- 7.3 A buffer of 10 minutes will be allowed for inclement weather.
- 7.4 All Lancaster County Sheriff's Patrol vehicles take top priority for service.

- 7.5 If the wrecker company is unable to respond within the time restraints set forth, they will be required to notify the on duty Sheriff's Supervisor.
  - 7.5.1 A list of alternate towing services must be provided by the wrecker company.
  - 7.5.2 An alternate company of the Sheriff's Office choice will be dispatched at no additional charge to the County or Customer.
  - 7.5.3 The alternate wrecker companies will act under the provisions of this contract and abide by all terms and conditions established herein.

## **8. SECURED PARKING**

- 8.1 The County prefers one lot capable of holding 10-20 vehicles ordered by the Sheriff and several semi & trailers in a secure area (must be fenced and lighted), also including inside storage for several vehicles
  - 8.1.1 The County may consider storage of semi-trailers at a lot other than the car/truck impound lot, said lot used for semi-trailers shall be approved in advance by the Lancaster County Sheriff, or the his designated representative.
- 8.2 Any vehicle stored outside shall have all vents and windows closed as a direct responsibility of the Contractor.
  - 8.2.1 If the contractor is unable to close vents and windows, the vehicle must be protected from the elements.
- 8.3 Contractor shall be responsible for investigating, arbitrating and/or adjusting all loss and damage claims.

## **9. TOW EQUIPMENT REQUIREMENT**

- 9.1 Contractor shall keep and maintain at all times, not less than five (5) power winch equipped tow trucks with the latest state of the art safety devices to remove all vehicles in accordance with the terms and conditions of this agreement.
  - 9.1.1 At least two (2) of the tow trucks must be capable of towing larger trucks and have the ability to tow boats, trailers, fifth wheelers and campers, if necessary.
  - 9.1.2 Contractor shall provide additional towing equipment in time of extra demand such as winter storms, Nebraska football Saturday, Nebraska State Fair, etc.
    - 9.1.2.1 Additional tow equipment may be in the form of prior written agreements with other towing services.
    - 9.1.2.2 Any additional towing services must be approved in writing by the Lancaster County's Sheriff Office.
    - 9.1.2.3 All additional towing services will act under the supervision of the contractor and abide by all terms and conditions of the contract.
- 9.2 All trucks shall be equipped with two-way radios and cell phones (phone numbers to be provided to the Sheriff), pan and scoop shovel, broom and receptacle for debris, minimum 10-pound dry powder fire extinguisher, and a container filled with oil absorbent.



- 9.2.1 Contractor agrees to remove from the street all parts, glass, metal, dirt and debris, and to spread oil absorbent on all oil, gasoline and/or grease spots which are upon such street at the scene of the accident and/or collision to which the Contractor has been directed to remove any vehicle(s).
- 9.3 Contractor shall make available all tow trucks and equipment inspection by the Lancaster County Sheriff or authorized representative of the Sheriff at any time.
  - 9.3.2 Any unit not passing inspection shall be removed from service until such time as it is approved by the County.
  - 9.3.3 If a unit is removed from service the Contractor shall immediately replace it with another unit to have adequate number of tow trucks to meet the terms and conditions of this contract

## **10. DUTY CALL**

- 10.1 Contractor shall have operators or drivers on duty and subject to call from the County twenty-four (24) hours a day, seven (7) days a week, for removal and towing of vehicle(s) (and any other wrecker service needs) and storage at the impound lot.
  - 10.1.1 At least one Cell phone shall be designated as our emergency contact and phone number supplied to the Sheriff's Office to insure accessibility via one call, rather than several stationary phone numbers for emergency situations.

## **11. PERSONNEL**

- 11.1 Contractor shall provide uniformed wrecker operators.
  - 11.1.1 Said uniforms shall have the name of the company and the name of the operator on the outside of the uniform.
- 11.2 Contractor shall have available persons to process requests for the towing, storage, inspection, and return of vehicles towed 24 hours a day, seven (7) days a week.
  - 11.2.1 Compliance with this 24 hour accessibility may be arranged by allowing the Sheriff's Office a cell phone number assigned to an employee of the Contractor's Company available for response to all emergency situations.
- 11.3 Contractor shall be prepared to have additional personnel available to handle claims for return of vehicles towed for additional hours as requested by the Lancaster County Sheriff's Department on those occasions when extra towing is required, such as on Nebraska football Saturday and during the Nebraska State Fair week.

## **12. RECORD KEEPING**

- 12.1 Contractor shall keep such records as required by the County and furnish these records to the Lancaster County Sheriff's Dept. **on a monthly basis not later than the 10th day of the next succeeding month.**
  - 12.1.1 *Successful firm must record type of vehicle, license number, vehicle identification number, location where the vehicle was towed from, and the lot where it is held.*
- 12.2 *Contractor personnel must meet with the Patrol Supervisor at least once a month to discuss disposition of towed vehicles and any complaints or problems with the system.*

- 12.2.1 Any records in connection with this contract shall be open for inspection by a duly authorized representative of the County.
- 12.3 Records shall be kept and maintained in the following manner:
  - 12.3.1 Record of all vehicles towed and length of storage
  - 12.3.2 Disposition of all vehicles towed including disposition of personal property.
  - 12.3.3 Record of location from where all towed vehicles are removed from on Public Streets and Private Property shall be required.
  - 12.3.4 Record of monies received from the following: 1) Towing; 2) Storage; 3) Salvage; 4) From any other source with respect to this contract.

### **13. OVERSIZED VEHICLES**

- 13.1 A Subcontractor may be offered for towing "oversized vehicles;" provided, the Subcontractor's letter of intent is supplied to the Sheriff's Office for approval with Contractor's bid response and agreed upon prior to the performance of the service.
  - 13.1.1 If a Subcontractor is offered, all conditions of this agreement remain in effect, as if the towing were done by Contractor, and Contractor agrees and is held responsible for the proper performance of such towing, including the assumption of liability, the collection of fees, timeliness of response, and other such factors as are a part of this agreement.
  - 13.1.2 If your firm is electing to handle the towing of oversized vehicles with a Subcontractor agreement, the subcontractor must provide a valid insurance certificate naming the County as additional insured in the amounts of coverage listed in our "Insurance Requirements for All County Contracts", prior to the commencement of any/all services performed under the contract.

### **14. PERSONAL PROPERTY**

- 14.1 Contractor shall inventory all personal property in vehicles, except vehicles upon which there is a Sheriff's hold, which the Contractor is directed to tow, at the scene of an accident, collision or point of removal.
- 14.2 Such inventory of personal property shall be made in triplicate, and shall be signed by the party making the inventory.
  - 14.2.1 One copy thereof shall be furnished to the Contractor.
  - 14.2.2 One copy of the inventory shall be given to the owner of the vehicle towed, or to owner's agent or representative or securely attached to the vehicle or left inside the vehicle in plain view, and shall not be removed except by the owner or the owner's representative.
  - 14.2.3 Final copy shall be retained by the Sheriff's Office..
- 14.3 The Contractor shall be solely responsible and liable to the owner of the vehicle for all personal property in all vehicle(s) towed under this contract.
  - 14.3.1 Contractor shall allow and permit removal of personal property from towed vehicles by the owner of such vehicle(s), during regular working hours, except vehicles upon which there is a Sheriff's hold.

- 14.3.2 In case of a Sheriff's hold items may be removed only upon prior written approval of the Lancaster County Sheriff's Office Duty Commander.
- 14.4 Contractor shall protect all personal property in towed vehicles, and upon disposition of any vehicle by legal sale, auction, or salvage, and shall assist the Sheriff's Office in the inventory of personal property, in such vehicle so disposed of.
- 14.5 All personal property which is left in vehicles towed by the Contractor shall be the Contractor's sole responsibility, any claims for loss or damage thereto shall be adjusted by and between the Contractor and the owner of the vehicle(s).
- 14.6 Contractor will be provided secure storage for all personal property removed from vehicles in preparation for vehicle auctions.
- 14.7 In the event vehicle(s) is in such condition as to warrant inside storage and the owner is absent or unable to direct the Contractor to store owner's vehicle in an inside area, the Contractor may store the vehicle inside and charge inside storage rates as set forth in the rate schedule.

## **15. CANCELLATION NOTICE**

- 15.1 It is understood that the contract may be canceled by giving the other party sixty (60) days written notice of the termination of the contract unless the Contractor is found to be in substantial breach of its contract, in which case such contract will immediately terminate in accordance with applicable law.

## **16. SUBMITTAL AND DEMONSTRATIONS**

- 16.1 Bidder must submit (with your bid response) copies of any and all contracts it has with other agencies for similar type services.
- 16.1.1 The County will review submitted contracts to determine if bidder can meet the requirements for the County's contract.
- 16.2 Bidders must submit with their bid a written outline of how they propose to fulfill this contract, including methods of operation and *letters of intent and insurance from all subcontractors proposed*.
- 16.3 Bidder must be able to demonstrate the ability to meet these specifications to the satisfaction of the County, on the date their bid is submitted to the County.
- 16.4 Bidder must have a valid for hire license and a valid special waste permit on the date their bid is submitted and comply with all current regulations per these specifications.

## **17. GENERAL INSURANCE REQUIREMENTS**

- 17.1 The Contractor shall indemnify and save harmless Lancaster County, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the County.

- 17.2 Contractor shall not commence work under this contract until it has obtained all insurance required under this Section and such insurance has been approved by the County Attorney for Lancaster County, *nor shall the Contractor allow any subcontractor to commence work on Contractor's subcontract until all similar insurance required of the subcontractor has been so obtained and approved.*
- 17.3 **Contractor shall name Lancaster County, Nebraska as additional insured.**

## **18. INSURANCE**

### **18.1 Worker's Compensation Insurance and Employer's Liability Insurance**

18.1.1 The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all Contractor's employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees.

18.1.2 The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on their employees.

### **18.2 General Liability Insurance**

182.1 The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting Contractor and Lancaster County against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by Contractor or by any subcontractor or anyone directly or indirectly employed by either of them.

18.2.2 The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

- |                            |                             |
|----------------------------|-----------------------------|
| (a) Bodily Injury Limits   | \$1,000,000 Each Occurrence |
| (b) Personal Injury Limits | \$1,000,000 Per Person      |
| (c) Property Damage Limits | \$1,000,000 Each Occurrence |

18.2.3 The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:

18.2.3.1 The coverage shall be provided under a Comprehensive General Liability form of policy or one similar thereto.

18.2.3.2 The property damage coverage shall include Broad Form Property Damage Endorsement.

18.2.3.3 Contractual Liability coverage shall be included.

18.3 Automobile Liability Insurance

18.3.1 The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect the Contractor against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the Operations of any owned, hired, or now-owned automobiles used by or for the Contractor in any capacity in connection with the carrying out of this contract.

18.3.2 The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be a \$1,000,000 combined single limit for bodily injury and/or property

18.4. Garage Keepers Legal Liability

18.4.1 For fire, theft, riot, vandalism, and collision or upset, subject to not more than \$500.00 deductible per occurrence shall be carried with a sufficient limit of liability to cover the maximum number of automobiles or other vehicles, and the contents of such automobiles and vehicles, in accordance with the County's contract for tow-in services and storage of towed vehicle(s).

18.5 Certificate of Insurance

18.5.1 The Contractor shall furnish Lancaster County with a certificate of insurance evidencing policies required in Sections 5.1, 5.2, 5.3 and 5.4.

18.5.2 Such certificate shall specifically indicate that the General Liability insurance includes all extensions of coverage required in sections 4 and 5.

18.5.3 Such certificate shall specifically state that the insurer shall give the County at least thirty (30) days written notice in the event of cancellation or material change in the policies.

18.5.4 Certificate of Insurance shall also name Lancaster County, Nebraska as an additional named insured with respect to this contract.

**19. BID RESPONSE:** Interested Contractor shall complete the "SCHEDULE OF RATES".

19.1 Contractor shall sign and return the bid response by the date and time indicated.

19.2 Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids.

19.2.1 Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified; late bid will not be considered.

19.3 Other information as described in section 16. "Submittal & Demonstrations, shall accompany your bid response.

19.4 *If an alternate rate other than a firm fixed price* is offered for oversized vehicles, you must attach a sheet on your firm's letterhead describing in detail how the fee schedule will operate.

19.4.1 If details are not provided with your alternate offer it will not be considered.

# SEALED BID SPECIFICATION NO. 01-115

BID OPENING TIME: 12:00 NOON

DATE: Wednesday, June 27, 2001

**ADDENDA RECEIPT:** The receipt of the addenda to the specification number \_\_\_\_ through \_\_\_\_ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned submitted, having full knowledge of the requirements of Lancaster County for the listed project, Contract Documents and all other terms/conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, materials and equipment in strict accordance with the specifications as prepared by the County for the consideration of the amount set forth in the following rate schedule:

## TOWING SERVICES FOR THE LANCASTER COUNTY SHERIFF'S OFFICE

### SCHEDULE OF RATES:

1.1 TOW-IN:	EST. QTY	PRICE BID	ANNUAL ESTIMATE
SMALL VEHICLES			
1.1.1 Passenger cars, small trucks (licensed four (4) tons or less and trailers other than semi/house-trailers):	588 ea	\$ _____	\$ _____
(a) Motorcycles:	10 ea	\$ _____	\$ _____
(b) Other small vehicles:	4 ea	\$ _____	\$ _____
OVERSIZED VEHICLES			
1.1.2 Oversized vehicles:			
(a) Straight Trucks (licensed over four (4) tons):	2 ea	\$ _____	\$ _____
(b) Semi-tractor:	4 ea	\$ _____	\$ _____
(c) Semi-trailer or House-trailer:	4 ea	\$ _____	\$ _____
(d) Self-propelled campers or mobile homes:	4 ea	\$ _____	\$ _____
(e) Buses:	1 ea	\$ _____	\$ _____
COMMENTS: _____			
_____			
_____			
1.1.3 TOTAL ESTIMATED ANNUAL TOWING FEES (1.1.1 & 1.1.2):			\$ _____

<b>1.2 ADDED FEES:</b>	<b><u>EST. QTY</u></b>	<b><u>PRICE BID</u></b>	<b><u>ANNUAL ESTIMATE</u></b>
1.2.1 Added fee when winching is needed, not to exceed: each _____ (or fraction thereof) for use of winch.			
SMALL VEHICLES:	301 ea	\$ _____	\$ _____
OVERSIZED VEHICLES:	8 ea	\$ _____	\$ _____
1.2.2 Added fee when mechanical work is deemed necessary by the Contractor to prevent further damage to vehicle or its contents, not to exceed: each _____ (or fraction thereof) for mechanical work.			
SMALL VEHICLES:	90 ea	\$ _____	\$ _____
OVERSIZED VEHICLES:	7 ea	\$ _____	\$ _____
1.2.3 If it is necessary to employ additional equipment, such as dollies, to tow or move any vehicle, not to exceed:		\$ _____	
1.2.4 Mileage to/from Lancaster County line for tows originating outside of Lancaster County:		\$ _____/mile	
<b>1.2.5 TOTAL ESTIMATED ANNUAL ADDITIONAL FEE (1.2.1 &amp; 1.2.2):</b>			<b>\$ _____</b>
 <b>1.3 STORAGE:</b> Storage rates shall not commence until after the expiration of 24 hours after towing of such vehicles.			
1.3.1 Storage rates for passenger cars, trucks and other vehicles weighing four (4) tons and under:			
1.3.1.1 Outside storage (per day or fraction thereof):	6,773 days	\$ _____	\$ _____
1.3.1.2 Inside storage (per day or fraction thereof):	200 days	\$ _____	\$ _____
1.3.2 Storage rates for Trucks weighing over four (4) tons shall not exceed the following daily rate:			
1.3.2.1 Outside storage (per day or fraction thereof):	14 days	\$ _____	\$ _____
1.3.2.2 Inside storage (per day or fraction thereof):	1 day	\$ _____	\$ _____
1.3.3 Storage rates for semi-trailers and other oversized vehicles shall not exceed the following daily rate:			
1.3.3.1 Outside storage (per day or fraction thereof):	40 days	\$ _____	\$ _____
1.3.3.2 Inside storage (per day or fraction thereof):	5 days	\$ _____	\$ _____
<b>1.3.4 TOTAL ESTIMATED ANNUAL STORAGE FEES (1.3.1-1.3.3):</b>			<b>\$ _____</b>

### 1.3.5 Where do you propose to store vehicles?

SMALL: \_\_\_\_\_

OVERSIZED: \_\_\_\_\_

2. List in the space provided your regular business hours available to the general public for transacting business with your firm for release of impounded vehicles:

Monday - Friday: \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

Saturday: \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

Sunday: \_\_\_\_\_

3. List any provisions available to the public for release of impounded vehicles during, non-business hours, and/or holidays: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

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**NOTE: RETURN 2 COMPLETE COPIES OF SAMPLE AGREEMENT AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 01-115**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to Lancaster County, and to enter into a contract if this offer is accepted.

**COMPANY NAME**

**BY (Signature)**

**STREET ADDRESS or P.O. BOX**

**(Print Name)**

CITY, STATE

**ZIP CODE**

**(Title)**

TELEPHONE NO.

**(Date)**

**FAX NO.**

**EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER**

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, AFTER TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BIDDING DOCUMENTS.



# ATTACHMENT A

## SAMPLE TOWING STATISTICS

Data presented herein is offered as a non-binding approximation of the work required. The Scope of the proposed contract arrangement will be for all the County Sheriff's Office needs whether they are more or less than the estimates offered on this chart. Figures listed are estimates for *tows ordered by the Sheriff's Office only* and **do not include any towing requested by the Sheriff on behalf of the citizen.**

	<u>6 MONTH</u>	<u>12 MONTH</u>
SMALL VEHICLES		
1. Approx. number of passenger cars and pickups towed:	294	588
1.1 Motorcycles:	5	10
1.2 Boats, snowmobiles, etc.:	2	<u>4</u>
<b>TOTAL ESTIMATED ANNUAL VOLUME:</b>		602

### OVERSIZED VEHICLES

2. Approx. number of over-sized vehicles towed.		
2.1 straight trucks (over 4 tons) towed:	1	2
2.2 Semi-tractors:	2	4
2.3 Semi-trailers or house trailers:	2	4
2.4 Campers or mobile homes:	2	4
2.5 Buses:	0	<u>1</u>
<b>TOTAL ESTIMATED ANNUAL VOLUME:</b>		15

3. Approximately fifty percent (50%) of vehicles require winching prior to tow.  
SMALL VEHICLES: 301                      OVERSIZED VEHICLES: 8

5. Approximately fifteen percent (15%) of vehicles require mechanical work prior to tow.  
SMALL VEHICLES: 90                      OVERSIZED VEHICLES: 7

6. Less than one percent (1%) of the vehicles towed will originate outside Lancaster County (mileage varies with conditions).

7. Approximately seventy-five percent (75%) of the passenger cars and pickups are stored by the Contractor after towing. The average length of storage is estimated at 15-25 days.  
SMALL VEHICLES: 6,773 days per year

8. Storage quantity on the over-sized and "other" vehicles varies substantially. Due to the small number of tows, the storage rate will depend on each individual situation. We estimate that approximately five to six (5-6) of these over-sized vehicles will be stored during a 12-month period for an average of 15 days.      OVERSIZED: 60 days per year

**SAMPLE**

Original contract to: Contractor  
County Sheriff  
Public File

**LANCASTER COUNTY AGREEMENT**  
**TOWING SERVICES**

THIS CONTRACT made and entered into on \_\_\_\_ day of \_\_\_\_, 2001, and shall be effective on \_\_\_\_ day of \_\_\_\_ 2001 by and between the LANCASTER COUNTY, NEBRASKA, hereinafter referred to as "the County" and \_\_\_\_\_ hereinafter referred to as "the Contractor".

WITNESS, that:

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work; and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as the result of such canvass has determined and declared the Contractor to be the lowest responsive, responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, incorporated into this Contract.

1. **CONTRACT TERM:** For the period of four (4) years commencing 12:01 a.m., \_\_\_\_\_, 2001 and ending 12:00 a.m., on \_\_\_\_\_, 2005. The County, for and in consideration of the agreements of the Contractor hereinafter stated, agrees to direct and refer to the Contractor orders for the removal of vehicles from the streets or other property within the Lancaster County, Nebraska Limits, which may be ordered removed by any lawfully authorized agent of the County except when the owner or operator of the vehicle requests that another wrecker be called or such vehicles that have been released for removal from private property by the owners or custodians of such vehicles.
2. **PAYMENT OF FEES:** The Contractor shall charge directly to the owner or operator such fees for tow-in or storage of any vehicle in accordance with the schedule of rates contained in Paragraph 4 hereof entitled Schedule of Rates. It is understood by and between the parties hereto that the County is not responsible or liable for any charges made by the Contractor, and that the contractor must look solely to the owner or operator of the vehicle stored or towed for the recovery of any such charges. Contractor shall also be responsible for the promulgation of a system for securing the payment of its fees in disputed cases where such vehicle must be immediately released to the owner thereof. Further, the contracting firm shall investigate, arbitrate or adjust all loss and damage claims.
3. **AUCTION PROCESS:** County agrees to convey to Contractor abandoned vehicles having no current numbered plates affixed and having a value of \$100.00 or less and County may convey to Contractor or provide a salvage title of vehicles not sold at public auction, except in those instances when the County chooses to retain such vehicles for its purposes, and such vehicles when towed from public property may be towed to Contractor's lot or such salvage yard as Contractor arranged. Such vehicles will be held a minimum of five (5) working days before disposition, unless the owner provides Lancaster County with a written waiver. The County further agrees to convey to Contractor for disposition, all those wrecked, junked, or partially

dismantled vehicles towed from private property upon which releases have been obtained from owners or custodians. Public auction of unclaimed vehicles will be held on the approved impound lot, and will be conducted by personnel of the Lancaster County Sheriff's Office or their designate and shall be held upon request to the Contractor by the Sheriff's Office. Contractor shall clean and prepare vehicles for auction. The Lancaster County Sheriff shall provide one person to assist in the inventory of unclaimed vehicles for sale. Contractor shall be paid accrued towing/storage fees on vehicles sale at public auction.

- 4. SCHEDULE OF RATES:** Two (2) rate schedules shall have been offered; one for small vehicles and one for oversized. Rates are for ALL tows ordered by the County Sheriff.

#### **SCHEDULE OF RATES:**

<b>4.1 TOW-IN:</b>	<b>PRICE BID</b>
<b>SMALL VEHICLES</b>	
4.1.1 Passenger cars, small trucks (licensed four (4) tons or less ad trailers other than semi/house-trailers):	\$ _____
(a) Motorcycles:	\$ _____
(b) Other small vehicles:	\$ _____
<b>OVERSIZED VEHICLES</b>	
4.1.2 Oversized vehicles:	
(a) Straight Trucks (licensed over four (4) tons):	\$ _____
(b) Semi-tractor:	\$ _____
(c) Semi-trailer or House-trailer:	\$ _____
(d) Self-propelled campers or mobile homes:	\$ _____
(e) Buses:	\$ _____
<b>4.2 ADDED FEES:</b>	
4.2.1 Added fee when winching is needed, not to exceed: each _____ (or fraction thereof) for use of winch.	
SMALL VEHICLES:	\$ _____
OVERSIZED VEHICLES:	\$ _____
4.2.2 Added fee when mechanical work is deemed necessary by the Contractor to prevent further damage to vehicle or its contents, not to exceed: each _____ (or fraction thereof) for mechanical work.	
SMALL VEHICLES:	\$ _____
OVERSIZED VEHICLES:	\$ _____
4.2.3 If it is necessary to employ additional equipment, such as dollies, to tow or move any vehicle, not to exceed:	\$ _____
4.2.4 Mileage to/from Lancaster County line for tows originating outside of Lancaster County:	\$ _____/mile

**4.3 STORAGE:** Storage rates shall not commence until after the expiration of 24 hours after towing of such vehicles.

4.3.1 Storage rates for passenger cars, trucks and other vehicles weighing four (4) tons and under:

4.3.1.1 Outside storage (per day or fraction thereof): \$ \_\_\_\_\_

4.3.1.2 Inside storage (per day or fraction thereof): \$ \_\_\_\_\_

4.3.2 Storage rates for Trucks weighing over four (4) tons shall not exceed the following daily rate:

4.3.2.1 Outside storage (per day or fraction thereof): \$ \_\_\_\_\_

4.3.2.2 Inside storage (per day or fraction thereof): \$ \_\_\_\_\_

4.3.3 Storage rates for semi-trailers and other oversized vehicles shall not exceed the following daily rate:

4.3.3.1 Outside storage (per day or fraction thereof): \$ \_\_\_\_\_

4.3.3.2 Inside storage (per day or fraction thereof): \$ \_\_\_\_\_

4.3.4 Storage of semi-trailers and other oversized vehicles may be at a place other than the Contractor's lot; provided said lot has been approved in advance by the Lancaster County Sheriff's Office. \_\_\_\_\_

---

4.3.5 Storage rates shall not apply where a vehicle is towed to a destination other than the Contractor's outside or inside storage area, or an approved lot as specified in the preceding paragraph (4.3.4).

4.3.6 Any vehicle or item stored as **evidence** at the request of the Lancaster County Sheriff's Office will *not be charged a storage fee.*

**5. EQUIPMENT REQUIREMENTS:** The Contractor must keep and maintain at all times, at least five (5) power winch equipped tow trucks with modern approved safety devices, containing sufficient equipment at all times to comply with the towing demands of the City. All such trucks to be equipped with two-way radios. All power winch equipped tow trucks shall be equipped with a pan or scoop shovel, broom and receptacle for debris, a minimum 10-pound dry powder fire extinguisher, and a container filled with oil absorbent. The Contractor agrees to remove from the street all parts, glass, metal, dirt and debris, and to spread, remove and dispose of all oil absorbent within all federal and state rules and regulations for all oil, gasoline or grease spots which are upon such street at the scene of an accident or collision from which the Contractor has been directed to remove a vehicle or vehicles.

5.1 Contractor shall keep and have all tow trucks and equipment available for inspection by the County Sheriff or authorized representative of the County upon notice.

**6. INSURANCE:** Contractor shall carry such insurance as described in the required insurance clause of the general specification for contract bidders of the Lancaster County and comply with all equal opportunity requirements contained in such specifications.

**7. IMPOUND FACILITY:** Contractor shall maintain an approved impound lot which has enough storage area which must be fenced, lighted and large enough to hold up to 20 vehicles and several semi with trailers. The

approved impound lot must also have suitable space for inside storage large enough to store five (5) cars and/or trucks. Contractor shall segregate, maintain and reserve the outside and inside storage areas mentioned above for the exclusive storage of vehicles towed at the request of the County.

7.1 Contractor shall inside store all vehicles which are of a body type, or the condition of which is such that inclement weather could result in damage thereto.

7.2 Any vehicle stored outside shall have all vents and windows closed as a direct responsibility of the Contractor.

**8. RECORD KEEPING:** Contractor shall keep such records concerning vehicles sold as required by the Lancaster County Sheriff, and to furnish these records to the Sheriff on a monthly basis not later than the 10th day of the next succeeding month following the sale. These records must include an accounting of monies returned to private owners or to persons to whom the Contractor would have been bound to deliver the vehicle. Any records in connection with this contract shall be open for inspection by authorized representatives of the County.

**9. PERSONAL PROPERTY:** At the scene of an accident or collision or point of removal, Contractor shall inventory, or have Contractor's employee, representative or agent inventory all personal property in vehicles which the Contractor is directed to tow. Such inventory of personal property shall be made in triplicate, and shall be signed by party making the same. One copy thereof shall be maintained by the Contractor as a permanent record. One copy of the inventory shall be given to the owner of the vehicle towed, or to owner's agent or representative, or securely attached to the vehicle, and shall not be removed except by the owner or the owner's representative, and one copy retained by the County Sheriff's Office. The Contractor shall be solely responsible and liable to the owner for all personal property in vehicles towed under this agreement, and for such damage of whatever nature or kind arising from the towing of such vehicle.

9.1 Contractor shall protect all personal property in towed vehicles. Upon disposition of any vehicle by legal sale or auction, Contractor shall turn over an inventory of, and all personal property in such vehicle so disposed of to the Sheriff's Office. All personal property which is left in vehicles towed by the Contractor shall be its sole responsibility, and any claims for loss or damage thereto shall be adjusted by and between the Contractor and the owner thereof. In the event a vehicle is in such condition as to warrant inside storage and the owner is absent or unable to direct the Contractor to store the owner's vehicle in an inside storage area, then the Contractor may store the vehicle inside and charge inside storage rates accordingly.

**10. RELEASE OF HOLD ORDER:** When Sheriff's hold order exists, the vehicles shall not be released unless authorized by a duly accredited agent of the Lancaster County Sheriff. Such vehicles shall be towed to any location designated representative of the Sheriff's Office. Any inventory of personal property in such vehicle shall be under the direction of the officer in charge of said vehicle.

**11. ON CALL HOURS:** Contractor shall have operators or drivers on duty and subject to call from the County Sheriff's Office twenty-four (24) hours a day, seven (7) days a week. Contractor shall have sufficient personnel available during normal working hours, without exception, for the purpose of releasing held vehicles to the owners or their legal representatives.

11.1 Contractor shall allow and permit, at all reasonable times, the inspection of any vehicle stored or towed pursuant to any of the provisions hereof by the owner of such vehicle or by any person having authorization from such owner.

11.2 Below is the regular business hours available to the general public for transacting business with Contractor for release of impounded vehicles:

Monday - Friday:	_____ a.m. to _____ p.m.
Saturday:	_____ a.m. to _____ p.m.
Sunday:	_____

11.3 The provisions available to the public for release of impounded vehicles during, non-business hours, and/or holidays: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**12. COMPLIANCE WITH LAW:** Contractor shall at all times operate within the framework of all applicable ordinances, statutes, and laws whether local, state or federal.

**13. BID SPECIFICATIONS:** Contractor further agrees that the bid specifications 01-115 attached hereto are made a part hereof as though fully set forth verbatim and are binding on the parties hereto. Incorporation herein of any part of the specification does not limit the application of such specification, but such specifications are intended to be complied with in their entirety.

**12. CANCELLATION:** It is further agreed by and between the parties hereto that either party may cancel this Agreement by giving the other party sixty (60) days written notice of the termination hereof, unless Contractor is found to be in substantial breach of his contract in which case such contract will immediately terminate in accordance with applicable law.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day first above written.

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

CONTRACT APPROVED AS TO FORM:

COUNTY OF LANCASTER, NEBRASKA

\_\_\_\_\_  
Lancaster County Attorney

\_\_\_\_\_  
Chairperson, Board of Commissioners

**EXECUTION BY CONTRACTOR**

**IF A CORPORATION:**

\_\_\_\_\_  
Name of Corporation

**ATTEST:**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Secretary (SEAL)

By: \_\_\_\_\_  
Duly Authorized Official

\_\_\_\_\_  
Legal Title of Official

**IF OTHER TYPE OF ORGANIZATION:**

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

**IF AN INDIVIDUAL:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature